

**FORD & HARRISON LLP**  
Ross A. Boughton, SBN 241119  
rboughton@fordharrison.com  
Timothy L. Reed, SBN 258034  
treed@fordharrison.com  
Dan R. Lyman, SBN 319010  
dlyman@fordharrison.com  
505 Montgomery Street, Suite 1001  
San Francisco, CA 94111  
Telephone: 415-852-6910  
Facsimile: 415-852-6925

Attorneys for Defendant  
THE TERMINIX INTERNATIONAL COMPANY  
LIMITED PARTNERSHIP (erroneously sued as  
TERMINIX INTERNATIONAL)

**ATTORNEY AT LAW**  
Michael J. Reed, SBN 122324  
mreed10202@aol.com  
60 CreekTree Lane  
Alamo, CA 94507  
Telephone: 925-743-8353

Attorney for Plaintiff  
**JULIO RUIZ**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

JULIO RUIZ,  
Plaintiff,

v.  
TERMINIX INTERNATIONAL, and DOES  
1-50,  
Defendants.

Case No. 4:19-cv-04896-HSG

**JOINT STIPULATION TO ARBITRATE  
DISPUTE AND STAY LAWSUIT; ORDER**

Action Filed: March 6, 2019  
Action Removed: August 15, 2019

1 Plaintiff JULIO RUIZ (“Plaintiff”) and defendant THE TERMINIX INTERNATIONAL  
2 COMPANY LIMITED PARTNERSHIP (erroneously sued as TERMINIX INTERNATIONAL)  
3 (“Defendant”) (collectively, the “Parties”) hereby agree and stipulate as follows:

4 1. Plaintiff is a former employee of Defendant.

5 2. On December 23, 2015, Plaintiff signed Defendant’s *We Listen* Dispute Resolution  
6 Plan, which states, in pertinent part, as follows: “I understand and agree that this *We Listen Dispute*  
7 *Resolution Plan* (“*We Listen*” or the “Plan”) is designed to provide an exclusive, easy-to-use  
8 process for economical and prompt resolution of claims or controversies” between Plaintiff and  
9 Defendant. (Plan at ¶ 1 - “Introduction.”)

10 3. On March 6, 2019, Plaintiff filed the instant lawsuit against Defendant alleging the  
11 following claims: (1) discrimination on the basis of physical disability in violation of the Fair  
12 Employment and Housing Act (“FEHA”); (2) discrimination on the basis of age in violation of  
13 FEHA; (3) harassment based on age in violation of FEHA; (4) discrimination on the basis of gender  
14 in violation of FEHA; (5) harassment based on gender in violation of FEHA; (6) discrimination on  
15 the basis of race and national origin in violation of FEHA; (7) wrongful discharge in violation of  
16 public policy; (8) retaliation in violation of FEHA; and (9) failure to prevent harassment and  
17 discrimination in violation of FEHA.

18 4. On August 15, 2019, Defendant removed the instant lawsuit to the United States  
19 District Court for the Northern District of California.

20 5. Each of the claims Plaintiff asserts in this lawsuit arises from Plaintiff’s employment  
21 with Defendant or the termination of that employment relationship. The Parties have met and  
22 conferred, and agree, that the within lawsuit shall be stayed and that the Parties shall resolve their  
23 dispute pursuant to the *We Listen* Dispute Resolution Plan.

24 **IT IS THEREFORE STIPULATED BETWEEN THE PARTIES, BY AND**  
25 **THROUGH THEIR COUNSEL OF RECORD, THAT:**

26 1. The Parties agree to submit the instant dispute, including all claims asserted herein,  
27 to arbitration pursuant to the *We Listen* Dispute Resolution Plan;

28 2. Plaintiff and Defendant stipulate and agree to submit the entire Action to final and

1 binding arbitration before the American Arbitration Association in accordance with the terms of  
2 the Plan and applicable law;

3       3. The filing of the March 6, 2019 Complaint in this Court shall constitute Plaintiff's  
4 written demand for arbitration consistent with the terms of the Arbitration Agreement, and  
5 Plaintiff's written demand for arbitration shall therefore relate back to the March 6, 2019 filing  
6 date, and the written demand for arbitration shall be deemed to have been initiated as of  
7 March 6, 2019;

8       4. The instant lawsuit shall be stayed pending arbitration; and

9       5. This Court will retain jurisdiction to enforce the arbitrator's decision and award, if  
10 necessary.

12       IT IS SO STIPULATED.

14       Dated:   October 16, 2019

14       FORD & HARRISON LLP

16       By: /s/ Timothy L. Reed

17           Ross A. Boughton  
18           Timothy L. Reed  
19           Dan R. Lyman  
20           Attorneys for Defendant  
21           THE TERMINIX INTERNATIONAL  
22           COMPANY LIMITED PARTNERSHIP  
23           (erroneously sued as TERMINIX  
24           INTERNATIONAL)

22       Dated:   October 16, 2019

22       MICHAEL J. REED, ATTORNEY AT LAW

24       By: /s/ Michael J. Reed

25           Michael J. Reed  
26           Attorney for Plaintiff  
27           JULIO RUIZ

## **SIGNATURE ATTESTATION**

Pursuant to Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this document has been obtained from the other signatories.

Dated: October 16, 2019

## FORD & HARRISON LLP

By: /s/ Timothy L. Reed

Ross A. Boughton  
Timothy L. Reed  
Dan R. Lyman  
Attorneys for Defendant  
THE TERMINIX INTERNATIONAL  
COMPANY LIMITED PARTNERSHIP  
(erroneously sued as TERMINIX  
INTERNATIONAL)

## **ORDER**

The Court, having considered the Parties' Joint Stipulation to Arbitrate Dispute and Stay Action, and finding good cause therefore, **GRANTS** the Parties' Joint Stipulation and **ORDERS**:

1. The instant dispute to arbitration pursuant to the ServiceMaster *We Listen* Dispute Resolution Plan;

2. The instant lawsuit shall be stayed pending arbitration; and

3. This Court will retain jurisdiction over the instant lawsuit to enforce the arbitrator's decision, if necessary.

The parties are further **DIRECTED** to submit a joint report regarding the status of arbitration every 90 days from the date of this order until the arbitration concludes, and to jointly notify the Court within 48 hours of the conclusion of the arbitration proceedings. The clerk is directed to administratively close the case.

Date: October 17, 2019

*Haywood S. Gilliam, Jr.*  
Honorable Haywood S. Gilliam, Jr.  
United States District Court